

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE made this 25 day of August, 2009 ("First Amendment"), by and between WASHINGTON REAL ESTATE INVESTMENT TRUST ("Landlord") and MONTGOMERY COUNTY, MARYLAND ("County"). (The Landlord and the County may be collectively referred to under this First Amendment as the "Parties")

WHEREAS, the Parties entered into a Lease dated September 17, 2004 ("Lease") whereby County leases certain premises consisting of approximately 7,517 square feet of space and known as Suite 1700 ("Premises") located on the 17th floor of the building located at 51 Monroe Street, Rockville, Maryland 20850 ("Building"); and

WHEREAS, the term of the Lease expires on January 9, 2010; and

WHEREAS, County desires to extend the Term of the Lease for five (5) years and zero (0) months and Landlord is willing to extend the Term of the Lease for such period which shall be called the "First Extended Lease Term"; and

WHEREAS, the Parties desire to amend the Lease upon the terms, conditions, covenants and agreements set forth in this First Amendment; and

WHEREAS, the Lease and this First Amendment to Lease shall be collectively referred to as the "Lease".

WITNESSETH:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid by each party to the other, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties agree as follows.

1. The recitals contained above are true to the best of the parties' knowledge and are incorporated by reference herein.

2. Defined Terms. Any term used herein that is defined in the Lease shall have the same meaning as specified in the Lease unless otherwise specifically provided herein.

3. First Extended Lease Term. The Lease Term shall be shall be and is hereby further extended and renewed for approximately four (4) years and eleven (11) months and

twenty-two (22) days ("First Extended Lease Term"). The First Extended Lease Term shall commence on January 10, 2010 ("First Extended Lease Commencement Date") and shall expire on December 31, 2014 ("First Extended Lease Expiration Date"). The First Extended Lease Term and the original term may be collectively referred to under the Lease as "Term".

4. Rent. County shall pay in advance, beginning on the First Extended Lease Commencement Date, and on the first day of each calendar month thereafter, rent in accordance with the schedule below (hereinafter "Rent"), payable without deduction, abatement, offset, demand or counterclaim. Rent shall be prorated for any partial month, if any, on the basis of the actual number of days in such month. County covenants and agrees to pay Landlord, or its designee, at Washington Real Estate Investment Trust, P.O. Box 79555, Baltimore Maryland, 21279-0555 without notice.

Dates	Annual Rent	Monthly Rent
Lease Year 1	\$210,476.00	\$17,539.67
Lease Year 2	\$218,895.04	\$18,241.25
Lease Year 3	\$227,650.84	\$18,970.90
Lease Year 4	\$236,756.85	\$19,729.74
Lease Year 5	\$246,227.11	\$20,518.93

5. Base Year. Effective on the First Extended Lease Commencement Date, County's Base Year shall be amended to be the calendar year 2010.

6. Parking. Effective on the First Extended Lease Commencement Date, Paragraph 5, "Parking", shall be deleted in its entirety and the following shall be added in lieu thereof:

"Landlord hereby grants County a license to use twelve (12) unreserved parking spaces. The County shall pay Landlord or its agent at Landlord's direction, in advance, a monthly parking fee without abatement, deduction, offset or demand for the foregoing parking spaces in the amount of Eighty Dollars (\$80.00) per space per month which shall be deemed Additional Rent. The foregoing fee is subject to increase with at least thirty (30) days written notice to the County. County agrees to comply and shall cause its employees and contractors to comply with all rules and regulations promulgated by Landlord with respect to the parking of vehicles. Any changes which County may request regarding such license to use unreserved parking spaces shall be made by written notice to Landlord."

7. Broker. The Parties each represent and warrant to one another that except as set forth herein neither of them has employed any broker, agent or finder in carrying on the negotiations relating to this First Amendment.

8. Alterations. The Premises are delivered AS-IS. Landlord is under no obligation to make any structural or other alterations, decorations, additions, improvements, renovations or other changes (collectively "Alterations") in or to the Premises except as set forth in Exhibits A-1 and B-1.

9. Notices. The Lease is hereby amended to reflect that all notices required hereunder by either party to the other shall be sent by recognized overnight courier with receipt therefor (such as Federal Express) or by certified mail. Notices to Landlord shall hereafter be sent to Washington Real Estate Investment Trust ("WRIT"), 6110 Executive Boulevard, Suite 800, Rockville, Maryland 20852, Attention: Asset Manager. Notices to County shall be sent to Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 10th Floor, Rockville, Maryland 20850, Attention: Director of Real Estate With a copy that does not constitute a notice: Office of the County Attorney for Montgomery County Maryland, 101 Monroe Street, 3rd Floor, Rockville, Maryland 20850, Attn: County Attorney.

10. Captions. Section headings are used for convenience only and shall not be considered when construing this Lease.

11. Amendment. Except as amended hereby, all of the terms and provisions of the Lease shall be and remain in full force and effect.

12. Binding Effect. This agreement will not be binding upon any party until this document has been executed by all parties thereto.

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SIGNATURE BLOCKS CONTAINED ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, Landlord and County have executed under seal and delivered this First Amendment under seal on the date first above written.

Witness/Attest:

Julie L. White

COUNTY:

MONTGOMERY COUNTY,
MARYLAND

By: Diane R. Schwartz Jones

Name: Diane R. Schwartz Jones

Title: Assistant Chief
Administrative Officer

Witness/Attest:

Sharon Coe

LANDLORD:

WASHINGTON REAL ESTATE
INVESTMENT TRUST

By: George F. McKenzie

Name: George F. McKenzie

Title: President and Chief
Executive Officer

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: _____

By: Cynthia Brenneman

Name: Cynthia Brenneman

Title: Director of Real Estate